

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

ALTICOR INC., and	)	
	)	
AMWAY CORP.	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 4:21-CV-308 RLW
	)	
YIELD NATION, LLC,	)	
	)	
Defendant.	)	

**STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

Upon the Plaintiffs and Defendant's Joint Motion for Entry of Stipulated Consent Judgment and Permanent Injunction, and pursuant to a Settlement Agreement between the Parties (the "Settlement Agreement"), the Parties' Stipulation, and for good cause shown, the Court hereby enters the following Stipulated Consent Judgment and Permanent Injunction:

1. The Court has jurisdiction of the subject matter of the case and over all parties hereto.
2. Venue is proper as to all parties in the Eastern District of Missouri pursuant to 28 U.S.C. § 1391(b) and (c).
3. The activities of Defendant Yield Nation are in or affecting commerce.
4. Entry of this Stipulated Consent Judgment and Permanent Injunction is in the public interest.
5. Defendant Yield Nation, and all of its officers, directors, agents, servants, and employees, and all persons in active concert or participation with them who received actual notice of such injunction by personal service or otherwise, **ARE HEREBY PERMANENTLY**

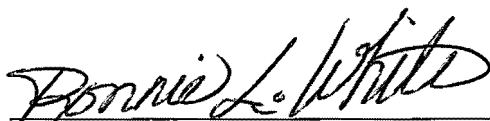
**RESTRAINED AND ENJOINED** from:

- a. Claiming, stating, or representing that Yield Nation sells Nutriplant®, that Nutriplant® is owned by or is in any way associated with Yield Nation, that Yield Nation's products originate with Nutriplant®; or otherwise representing any connection between Yield Nation and its products, on the one hand, and Nutriplant® or Plaintiffs, on the other hand;
  - b. Using the Nutriplant® marks in its sales materials, including brochures and Sales Receipts; and
  - c. Further infringement of Plaintiffs' federal trademark rights.
6. Plaintiffs' claims for relief in forms other than the injunction, including but not limited to for money damages and attorneys' fees, are dismissed with prejudice.
7. Defendants' counterclaim is dismissed with prejudice.
8. Defendant irrevocably and fully waives notice of entry of the Stipulated Consent Judgment and Permanent Injunction, and notice and service of the entered Stipulated Consent Judgment and Permanent Injunction, and understands and agrees that violation of this Stipulated Consent Judgment and Permanent Injunction shall expose Defendant and all other persons bound by this Stipulated Consent Judgment and Permanent Injunction jointly and severally to all applicable penalties provided by law, including for contempt of Court.
9. Defendant irrevocably and fully waives any and all rights to appeal the Stipulated Consent Judgment and Permanent Injunction.
10. All claims and defenses in this cause of action asserted by any of the Parties are hereby resolved by this Stipulated Consent Judgment and Permanent Injunction.
11. This Court shall retain continuing jurisdiction over the Parties and the action for

purposes of enforcing this Stipulated Consent Judgment and Permanent Injunction and the Settlement Agreement.

12. The parties shall each bear their own costs and attorneys' fees incurred in this action.

**IT IS SO ORDERED.**

  
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**RONNIE L. WHITE**  
**UNITED STATES DISTRICT JUDGE**

Dated this 15<sup>th</sup> day of June, 2021.